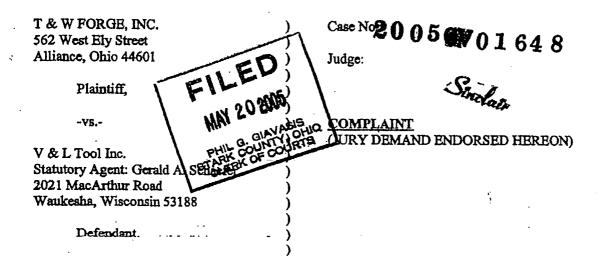
IN THE COURT OF COMMON PLEAS STARK COUNTY, OHIO



Now comes the Plaintiff, T & W Forge, Inc., by and through its undersigned counsel, and hereby submits the following Complaint against the Defendant:

JURISDICTION, VENUE, AND PARTIES

- 1. Plaintiff T & W Forge, Inc. is an Ohio Corporation with its principal place of business located at 562 West Bly Street, Alliance, Ohio 44601.
- 2. Upon information and belief, Defendant V & L Tool, Inc. is a Wisconsin corporation with its principal place of business located at 2021 MacArthur Road, Waukesha, Wisconsin 53188.
- 3. Upon information and belief, Defendant faxed purchase orders to Plaintiff and corresponded via telephone and facsimile transmission. As a result, Defendant has transacted business in Ohio and therefore the State of Ohio has personal jurisdiction pursuant to R.C. 2307.382 and Civil Rule 4.3. See US Sprint Communications Company Limited Partnership v.

Mr. K's Foods, Inc. 91994), 68 Ohio St. 3d 181; and Ricker v. Fraza/Forklifts of Detroit (April 26, 2005), unreported, 2005 WL 948997 (Ohio App. 10th Dist.).

- Defendant frequently relephoned. Defendant at the Alliance, the tectory to place.....

 orders, follow up calls were frequently made, written and oral acknowledgments were

 exchanged, and invoices and bills of lading were provided from the Ohio. (See Bill of Lading

 attached hereto as Exhibit A). The parties had frequent and sufficient contacts to confer

 jurisdiction upon this court.
- 5. The products at issue in the within matter were manufactured at Plaintiff's factory located in Alliance, Ohio. (See Order Acknowledgment dated 2/19/03, attached as Exhibit B). Plaintiffs are in the process of locating the Order Acknowledgment for the products at issue in the transaction described in Plaintiff's Complaint, which will be supplemented. (See Bill of Lading, attached hereto as Exhibit A, showing that the product was shipped from the Alliance, Ohio, factory).
- 6. Defendant had a continuous business relationship with Plaintiff in Plaintiff's Ohio office and that telephone and facsimile communication was frequently addressed to Plaintiff's Ohio facility. As a result, there have been enough minimum contacts under the due process clause to establish that Defendant purposely availed itself of the privilege of acting in the forum state, the cause of action arose from Defendant's activities in the forum state, and the acts of Defendant had a substantial enough connection with the forum state to make exercise of
- 7. The Ohio Courts of Common Pleas have jurisdiction over the parties and the causes of action being asserted because the damages pled on the face of the Complaint are less tan \$75,000.00.

8. Venue is proper before this Court pursuant to Ohio Rule of Procedure 3.

STATEMENT OF FACTS

- 9. Plaintiff T&W Forge, Inc. does business with Defendant V & L Tool, Inc. under various written terms and conditions.
- 10. Plaintiff T&W Forge, Inc. is a manufacturer and supplier of specialty parts which are used by Defendant V & L Tool, Inc. in its business. (See Purchase Order, attached hereto and incorporated herein as Plaintiff's Exhibit "C").
- 11. On January 16, 2004, Plaintiff billed Defendant a sum of Thirty Two Thousand
 Pour Hundred Ninety One Dollars and Fifty Two Cents (\$32,491.52) for parts provided to
 Defendant. (See Invoice No. INV11060 dated January 16, 2004, attached hereto as Plaintiff's
 Exhibit "D"). Despite numerous attempts to collect said sum, Defendant has not paid any of the
 balance due and owing for said parts.

COUNT I - BREACH OF CONTRACT

- 12. Plaintiff realleges and incorporates as if fully written herein paragraphs 1 through11 as fully rewritten herein.
- 13. Plaintiff T&W Forge, Inc. fulfilled all its obligations and duties under the purchase orders with Defendant V & L Tool, Inc.
- 14. Furthermore, Plaintiff reasonably relied upon Defendant V & L Tool, Inc.'s purchase orders to pay for said specialty parts.
- 15. Plaintiff has repeatedly demanded that the Defendant V & L Tool, Inc. pay the balance due of Thirty Two Thousand Four Hundred Ninety One Dollars and Fifty Two Cents (\$32,491.52) pursuant to contract terms in the purchase orders.
 - 16. Furthermore, Defendant V & L Tool, Inc. is liable for it's anticipated breach of

the contract and Plaintiff's future loss of profits, without reasonable notice and without good cause.

- 17. Plaintiffs have been damaged by the Defendant's intentional acts and failure to give reasonable notice and should be liable for costs and attorney fees.
- 18. Defendant's actions are direct misrepresentations and caused the breach of contract of the purchase order's terms resulting in damages of Thirty Two Thousand Four Hundred Ninety One Dollars and Fifty Two Cents (\$32,491.52) for parts that were manufactured, but not paid for, and future profits for anticipated repudiation of the contract, without reasonable notice or good cause, of reasonable attorney fees, costs, interest, and any other remedy this court deems just inequitable.

COUNT II - MISREPRESENTATION AND FRAUD

- 19. Plaintiff realleges and incorporates Paragraphs 1 through 18 as if fully rewritten herein.
- 20. Plaintiff shipped parts to Defendant between December 5, 2003 through February 6, 2004, for which there is a balance due and owing to Plaintiff due and owing in the amount of Thirty Two Thousand Four Hundred Ninety One Dollars and Fifty Two Cents (\$32,491.52).

 (See Exhibit E, Invoice No. INV11060).
- 21. Plaintiff reasonably relied upon the terms and conditions of the purchase order in shipping the parts to Defendant V & L Tooling, Inc.
- 22. Plaintiff proceeded in good faith and subsequently manufactured parts pursuant to Defendant's purchase orders.
- 23. Upon in information in belief, the Defendant made false statements that it would abide by the terms and conditions of payment, but the Defendant did not intend to fulfill its

representation.

- 24. Plaintiff reasonably relied upon the oral and written communications, and subsequent purchase orders to produce the products and ship them to Defendant.
- 25. Because of Defendant's intentional act of misrepresentation and/or omission,

 Plaintiff has been proximately damaged in the amount of \$32,491.52, plus interest, costs, and

 punitive damages to be determined by a jury, plus reasonable attorney fees and any other remedy
 this Court deems just inequitable.

COUNT III - UNJUST ENRICHMENT

- 26. Plaintiff realleges and incorporates Paragraphs 1 through 25 as if fully rewritten herein.
- 27. The Defendant V & L Tooling, Inc. has accepted the parts that were manufactured by the Plaintiff.
 - 28. The Defendants has failed to pay for the product at the established price.
- 29. Therefore, Defendant V & L is liable under the theory of unjust enrichment to compensate the Plaintiff for the material and services provided in the amount of at least \$32,491.52, plus the statutory legal rate of interest from January 16, 2004, at 10% per year, plus reasonable costs.

COUNT IV - OUANTUM MERUIT

- 30. Plaintiff realleges and incorporates Paragraphs 1 through 29 as if fully rewritten herein.
- 31. The Defendant V & L Tooling, Inc. has been provided with parts by Plaintiff
 T&W Forge, Inc.
 - 32. The Defendant V & L Tooling, Inc. has failed to fully pay for the parts provided,

which have been repeatedly billed in the amount of \$32,491.52.

33. Thus, Defendant V & L Tooling, Inc. is liable in the theory of quantum meruit to compensate the Plaintiff for the service and material provided in the amount of \$32,491.52, the amount of the unpaid balance, plus the legal rate of interest from January 16, 2004, at 10% per year, plus reasonable costs and attorney fees.

COUNT Y - ON ACCOUNT

- 34. Plaintiff realleges and incorporates Paragraphs 1 through 33 as if fully rewritten herein.
- 35. Defendant V & L Tooling, Inc. owes Plaintiff's account in the amount of \$32,491.52.
- 36. Defendant V & L Tooling, Inc. has failed to properly pay the account, which is due and owing, and proper demand has been made.
- 37. Defendant V & L Tooling, Inc. owes Plaintiff on its account the sum of \$32,491.52, plus the legal rate of interest from January 16, 2004, at 10% per year, and reasonable costs and attorney fees herein.

COUNT VI - CONVERSION

- 38. Plaintiff realleges and incorporates Paragraphs 1 through 37 as if fully rewritten herein.
- 39. Defendant V & L Tooling, Inc. has received and is using parts manufactured and provided by the Plaintiff T&W Forge, Inc.
- 40. Defendant V & L Tooling, Inc. has wrongfully converted Plaintiffs parts to its own use and has failed to pay the full amount for the parts which it is using.
 - 41. As a direct and proximate result of Defendant's known and unknown actions, the

Plaintiff has been damaged in the form of conversion and is emittled to compensatory damages for the parts that were converted in the sum of at least \$32,491.52 and exemplary damages in an amount to be determined by a jury, plus reasonable attorney fees, interest, costs, and expenses.

WHEREFORE, Plaintiff demands judgment against the Defendant V & L Tooling, Inc.

on Counts I through VI in the amount of \$32,491.52 from January 16, 2004, plus the legal rate of interest of 10% per year plus reasonable costs and attorney fees; and any other remedy this

Respectfully submitted,

Christopher M. DeVito (0047118) Kylie L. Grumbine (0077111) Morganstern, MacAdams & DeVito Co., L.P.A.

623 West Saint Clair Avenue Cleveland, Ohio 44113-1204 (216) 687-1212 or 621-4244

(216) 687-1212 or 621-4244 (216) 621-2951 - Pacsimile

Attorney for Plaintiff, I&W Forge, Co.

TORY DEMAND

A trial by jury with the maximum number of jurors permitted under Ohio law is hereby

requested,

court deems just and equitable.

Christopher M. DeVito (0047118)
Kylie L. Grumbine (0077111)
MacAdams & DeVito Co., L.P.A.

Attorney for Plaintiff, T&W Forge, Co.

CALAWAPicading/T&W v. V&L Tool/RefiledComplaint-wpd

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TEW FORCE, INC. 562 WIST EX STROET ALLIANCE, CILIED 44801 PHONE: 330.821,5740 FAX: 330.621.7309 www.tarforge.com

bbvers@twforce.com sdetylchio@twforps.com canquaditiviforge.com

330-821-9726 Sales Fax

ORDER ACKNOWLEDGEMENT

TO: V&L Tool

DATE: February 19, 2003

Attn: Dick Kumbier

Thank you for your order!!

ORDER NUMBER: 61431 **DATE OF ORDER: 2/11/2003** FAXED 2/19/03 CA PART NUMBER: LW-13298-RGH T & W JOB NO.: 9814 QUANTITY: 2000 PRICE EACH: \$16.37 CUSTOMER REQ. DELIVERY DATES: 3/5/03 (500), 4/23/03 (500), 6/25/03 (500), 8/6/03 (500) PROMISE DATES: 4/18/03 (tenative)

REMARKS: Waiting on steel

This acknowledgement indicates we have received, entered and are processing your order in accordance with our general Terms and Conditions which are printed on the reverse side hereof. Thank you for your business which is receiving our careful and prompt attention.

T & W FORGE CO., INC.

Certifications:

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semit To:

T&W FORGE CO., INC. Department 3085 135 South LaSalle Chicago, IL 60674-3085

(330) 829-5007 Phone (330) 829-1090 Fax

Date 1/16/04

Invoice

No. INV11060

Page 14

Bill To:

V&L Tool, Inc. Accounts Payable Dept. 2021 MacArthur Rd. Waukesha WI 53188

Ship To:

V<ool, Inc. 2021 MACARTHUR ROAD

WAUKESHA WI 53188

P.O. 63655	No.	Customer I.D VLT401	Sales I.D.	Shipping Methor CCX	Terms Net 30	Reg'd Shi 10/24/03	6,203
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AINTIFF'S

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Thank Yo:

\$32,491.52 Subtotal \$0.00 Misc \$0.00 Tax \$0.00 Freight \$0.00 Trade Disc Total \$32,491.52

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